Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of Application of Ameritech Michigan Pursuant to Section 271 of the Telecommunications Act of 1996 to Provide In-Region, InterLATA Services in Michigan	)	CC Docket No. 97-137

Reply Affidavit of John B. Mayer on Behalf of Ameritech Michigan

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of Application of Ameritech Michigan Pursuant to Section 271 of the Telecommunications Act of 1996 to Provide In-Region, InterLATA Services in Michigan	CC Docket No. 97-137

REPLY AFFIDAVIT OF JOHN B. MAYER
ON BEHALF OF AMERITECH MICHIGAN

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, John B. Mayer, being first duly sworn upon oath, do hereby depose and state as follows:

1. My name is John B. Mayer. I am employed by Ameritech and serve as the Director of Operational Competitive Readiness in the Network Services organization for the entire five-state Ameritech region. I am responsible for managing the development of the operational processes and systems that support the products and services of Ameritech's local exchange company ("LEC") subsidiaries, including interconnection, unbundled network elements and resale.

2. I previously submitted an affidavit in this proceeding, which addressed how Ameritech, from an operational perspective, has satisfied the competitive checklist of Section 271(c)(2)(B) of the Telecommunications Act of 1996. The purpose of this reply affidavit is to respond to certain allegations raised by commenters regarding three checklist items – access to poles, ducts, conduit and rights-of-way ("Structure"); unbundled loops; and resale – as well as certain non-checklist matters related to intraLATA dialing parity. The issue of trunk blockage is addressed in the joint reply affidavit I have submitted along with Warren Mickens and Joseph A. Rogers.

I. CHECKLIST ITEM (iii): ACCESS TO POLES, DUCTS, CONDUIT AND RIGHTS-OF-WAY

A. AT&T Comments

3. AT&T's comments regarding access to Structure are contained primarily in the affidavit of William G. Lester ("Lester Aff."). (There is a minor reference in a footnote of AT&T's brief, as well as a reference to Mr. Lester's testimony in the affidavit of Rhonda J. Johnson and the Goodrich/McClelland affidavit, but these documents raise nothing that isn't raised in Mr. Lester's affidavit.) Mr. Lester's criticisms of Ameritech Michigan with respect to access to Structure are based on incorrect information and are without merit. Moreover, Mr. Lester's arguments regarding the scope of Ameritech's obligation under the Act attempt to impose burdens on Ameritech Michigan that the Commission and the MPSC have clearly rejected.

4. Section 251(b)(4) of the Act provides that a local exchange carrier must "afford access to the poles, ducts, conduits, and rights-of-way of such carrier to competing providers of telecommunications services on rates, terms and conditions that are consistent with section 224." Section 224 of the Federal Communications Act of 1934, as amended, 47 U.S.C. § 224, governs the rates, terms and conditions under which utilities provide access to poles, ducts, conduits and rights-of-way, and mandates that "[a] utility shall provide . . . nondiscriminatory access to any pole, duct, conduit or right-of-way owned or controlled by it." 47 U.S.C. § 224(f)(1).

5. This nondiscrimination principle is the foundation of Ameritech's Structure access procedures - Mr. Lester has not shown that Ameritech Michigan's interconnection agreements discriminate, or that Ameritech Michigan is discriminating in practice.

6. AT&T's first objection involves the status of the negotiation of implementation details. (Lester Aff., ¶ 5.) As part of the MPSC-approved interconnection agreement between Ameritech Michigan and AT&T, the parties agreed that certain issues relating to access to Structure would be ironed out as part of the implementation plan to be negotiated by a team from each party.

7. AT&T claims that these outstanding implementation issues were left out of the interconnection agreement with AT&T and other local service providers "largely at

Ameritech's request." (Lester Aff., ¶ 5.) In fact, AT&T bargained during negotiations with Ameritech for the right to negotiate its own Guidelines. In addition, AT&T and Ameritech both desired that various details not be included in the interconnection agreement, but rather would be worked out during implementation.

8. Ameritech Michigan continues to process requests for access to Structure and, to the best of my knowledge, has not denied a request to a CLEC. The lack of a final, signed implementation plan has not in any way been a roadblock to processing Structure access requests. As noted above, negotiations are continuing on the implementation plan, and AT&T's suggestion that the likelihood of reaching an agreement is low is nothing more than exaggeration.

9. In addition, although AT&T has not been making requests as a facilities-based CLEC for access to Structure in Michigan, it is important to remember that, even while the carriers work on reaching an agreement on the implementation plan for each of the states in Ameritech's region, the Ameritech Structure Access Center (ASAC) continues to process requests by AT&T for access to Structure in Illinois. No request has been denied to date, but many of AT&T's requests have been cancelled by AT&T after Ameritech Illinois spent time and resources processing them.

10. In fact, AT&T relies on its experiences in Illinois to attempt to establish that Ameritech Michigan is not providing AT&T with access to Structure in Michigan. (Lester Aff., ¶¶ 9-11.) For instance, Mr. Lester claims that Ameritech has been late in delivering facilities to AT&T, and claims that delays of three to four months have not been uncommon. (Lester Aff., ¶ 10.) However, the reason for many of the delays rests in AT&T's lap. For example, AT&T has frequently changed the specific requirements of its requests. It has also changed the order in which it wants various jobs completed. Moreover, in many instances, it has cancelled jobs altogether, thereby wasting Ameritech Illinois' resources that could have been utilized to handle other access requests. For example, AT&T has submitted and then cancelled over 145 Structure access requests in the past two years.

11. Ameritech Illinois has been providing access to Structure to AT&T and others in Illinois. Moreover, Ameritech Michigan has been successfully providing access to Structure to other providers in Michigan and will do so for AT&T. However, if AT&T engages in the same behavior that has slowed its efforts in Illinois, it should expect similar results in Michigan, through no fault of Ameritech Michigan.

12. AT&T points out that I stated in my initial affidavit that Ameritech Michigan had furnished approximately 13 miles of ducts and conduit in Michigan. (Lester Aff., ¶ 16.) Since AT&T also asserts in Mr. Lester's affidavit that its experience in Illinois and other states in the region is relevant to this proceeding (id., ¶ 11), AT&T would

surely concede that it is relevant that as of January 1, 1997, Ameritech Illinois had provided access to 106 poles and 900,000 feet (over 170 miles) of ducts and conduit to seven different competing carriers.

13. In addition, in 1996 Ameritech received regionwide over 1000 requests for access to Structure, including access to more than 2500 poles and 3.8 million feet of ducts and conduit. Many of these requests have been completed; others are being processed under the normal timeframes. AT&T itself has admitted that it made requests for 1.8 million feet of conduit in Illinois alone during 1996. (Of course, AT&T knew about this data at the time it filed Mr. Lester's affidavit, as it was all presented as evidence in Ameritech Illinois' Checklist Compliance proceeding before the Illinois Commerce Commission, Docket No. 96-0404.)

14. AT&T also claims that Ameritech Michigan's Structure access procedures are "nascent". (Lester Aff., ¶ 6.) Ameritech's most current Structure Access Guidelines were issued on January 13, 1997. However, Ameritech has had Structure access guidelines in effect since prior to divestiture in the 1980s, and has been successfully providing access to poles, ducts, conduit and rights-of-way since that time to telecommunications providers and cable television providers throughout Ameritech's five-state region. Since Ameritech began providing structure access in the late 70's, Ameritech has provided access to hundreds of thousands of poles to cable television providers.

15. AT&T claims that Ameritech Michigan is refusing to abide by terms and intervals relating to access to Structure to which Ameritech Michigan had previously agreed. (AT&T Br., p. 31, n.13; Lester Aff., ¶¶ 24-30.) AT&T's claim is without support in the record.

16. The intervals that Ameritech Michigan agreed to are those that are found in the interconnection agreement approved by the Michigan Public Service Commission (MPSC). Ameritech continues to honor these intervals and has made them part of the implementation plan.

17. It has always been Ameritech Michigan's position that it will agree to reasonable intervals for predictable process steps within Ameritech's control. However, Ameritech Michigan is unable to agree to specific intervals where the time required to complete a particular process step or task varies with the nature of the request; depends on the actions of a third party such as a utility or a local governmental body issuing permits; depends on actions by the requesting party itself. In these cases, Ameritech is willing to provide time estimates on a case-by-case basis.

18. The types of intervals that Mr. Lester claims are presently in dispute are procedural time frames that were listed in the Ameritech Structure Access Guidelines as times that might be expected in the normal processing of requests for access to Structure. During the discussions between the implementation teams, AT&T demanded that

these intervals be used as the maximum time allowable for certain procedures, and proposed that penalties be assessed if the time frames were not adhered to. However, Ameritech Michigan is unable to agree to this. The nature of the work associated with Structure requests is such that work content can vary greatly from request to request. Ameritech Michigan cannot always meet the normal intervals listed in its Guidelines for itself, and cannot be expected to do so for others. Ameritech Michigan is willing, however, to assess each access request that it receives, and provide to AT&T and other requestors estimated time frames for the process steps as the access request progresses.

19. Regarding the intervals that Mr. Lester claims Ameritech Michigan has taken off the table (Lester Aff., ¶ 25), again, Ameritech Michigan cannot agree to AT&T's demand that penalties be assessed for failing to meet individual subintervals. Ameritech Michigan is willing to commit to reasonable intervals absent that demand. In addition, Ameritech Michigan, as a practical matter, has been meeting the intervals identified by Mr. Lester.

20. Mr. Lester also claims that its interconnection agreement does not provide intervals for responding to requests for access. (Lester Aff., ¶ 21.) Again, AT&T is misrepresenting the facts. Article 16.1.2 of the interconnection agreement with AT&T provides that Ameritech Michigan will respond to requests for access within

45 days. This is consistent with the obligations imposed on ILECs pursuant to 47 C.F.R. §1.403(b).

21. AT&T also asserts that the Structure Access Guidelines that Ameritech Michigan filed with its Section 271 application conflict "in material respects" with Guidelines that Ameritech had previously provided to AT&T. (Lester Aff., ¶ 8.) This claim is wrong.

22. The latest Guidelines were issued in January of 1997, before there was a signed interconnection agreement between Ameritech Michigan and AT&T. These guidelines serve several purposes. First, they furnish a framework for providing access to parties with interconnection agreements who do not want to negotiate their own individual set of Guidelines with Ameritech Michigan, as well as to parties requesting access pursuant to tariff. Second, the January Guidelines may, at the option of the parties, serve as the starting point for negotiations of individual Structure access guidelines. As described above, one of the provisions of the interconnection agreement with AT&T called for the implementation teams to develop Implementation Guidelines. Thus, the January Guidelines were available as a starting point for negotiations, and, in fact, the Implementation Guidelines being negotiated with AT&T were initially based on the January 1997 Guidelines. However, they have been modified to be consistent with the terms of the interconnection agreement as negotiated between Ameritech Michigan and AT&T.

23. Moreover, AT&T's claim that these two sets of Guidelines conflict "materially" is false, as well as irrelevant. AT&T bargained for the right to negotiate its own Guidelines -- the fact that AT&T has successfully negotiated different terms is simply a product of AT&T's decision to have its own individual Guidelines. Moreover, the Guidelines do not conflict materially. Ameritech and AT&T have yet to agree on performance intervals for individual processing steps as discussed before, but this issue will be resolved. Content in the remainder of the Implementation Guidelines being developed with AT&T differs very little from the January 1997 Ameritech Structure Guidelines.

24. AT&T also claims that there are no prices for Structure access and that Ameritech has not set forth the methodology for determining prices. (Lester Aff., ¶ 22.) This claim is plainly false. As Mr. Lester states in the very following sentence, citing Article 16.18 of the AT&T interconnection agreement, "Ameritech's charges for Structure provided hereunder shall be determined in compliance with the regulations by the FCC pursuant to Section 224 of the Act." (Id.) Indeed, under the terms of the Act, Ameritech Michigan is required to provide access to Structure at just and reasonable rates in accordance with Section 224 of the Act. (47 U.S.C. § 251(b)(4).) Mandatory FCC or state commission rules or formulas as to rates for attachments to structure dictate pricing for these attachments, and Ameritech will follow those rules. (Agreement, § 16.19.) Thus, Mr. Lester's claims are simply wrong.

25. The remainder of Mr. Lester's testimony focuses largely on the fact that certain aspects of the AT&T-Ameritech implementation plan have not yet been finalized. It should be noted that AT&T has been trying, throughout the implementation process, to relitigate and renegotiate issues that it has already lost in its arbitration proceeding with Ameritech in Michigan and in other states in the region. Although AT&T may claim that there are disputed issues with Ameritech, many of these issues have already been decided by the MPSC and other commissions. Where the "unresolved" issues relate to areas which AT&T is attempting to relitigate, these "disputes" should not adversely affect Ameritech Michigan's application. And none of the issues raised calls into question Ameritech Michigan's readiness to provide nondiscriminatory access to its Structure.

26. First, AT&T again claims that Ameritech Michigan has "retreated" from certain intervals in its most recent version of the Guidelines. (Lester Aff., ¶¶ 25-30.) AT&T is essentially repeating its own arguments here, all of which have already been addressed above.

27. In paragraph 30 of Mr. Lester's affidavit, AT&T claims that Ameritech Michigan has "chosen to exercise a provision in the Interconnection Agreement that grants Ameritech discretion to refuse any help from AT&T personnel." On its face, that statement is absurd. If indeed Ameritech is permitted under the approved

interconnection agreement to exercise the discretion that AT&T says Ameritech has, this hardly constitutes wrongdoing on Ameritech Michigan's part. Moreover, Mr. Lester fails to cite to any provision in the agreement to support his claims. In fact, Article 16.4 of the interconnection agreement with AT&T provides that "[w]ork performed by AT&T on, in or about Ameritech's Structures shall be performed by properly trained, competent workmen skilled in the trade." Such a provision is necessary to protect Ameritech's Structure for use by itself, AT&T and others, and is consistent with Paragraph 1182 of the First Report and Order. In fact, the language contained in Article 16.4 was litigated in the arbitration between AT&T and Ameritech Illinois, and the language that appears in the agreement now was AT&T's language. Moreover, Article 16.4 relates predominantly to workers attaching AT&T's equipment to Ameritech's Structure, which is what Paragraph 1182 addresses.

28. AT&T also claims that Ameritech Michigan has not established adequate procedures for making route planning information available to it. (Lester Aff., ¶¶ 31-34.) The interconnection agreement between Ameritech Michigan and AT&T provides that AT&T will have access to information on a nondiscriminatory basis. AT&T provides nothing aside from conclusory allegations to support its baseless assertions. The procedures are well established for gaining access to records, and the intervals for information access by which Ameritech must respond have been agreed to in the proposed implementation plan. Specifically, the proposed implementation plan

provides that a party requesting information will be notified within 10 days of the request when and where access to maps will be provided. Where the records being sought do not require expunging of confidential information, Ameritech Michigan has agreed to provide access (or copies in states, like Michigan, where AT&T is entitled to copies) within 5 business days after notification is given to the requesting party. AT&T's complaints are simply not supported by any evidence. In fact, Ameritech has processed over 40 information requests from AT&T since January 1997, with an average response time of 3 days. I am not aware of any time that AT&T has been refused access.

29. Mr. Lester also claims that AT&T has not been getting copies of maps and records in Illinois. This issue is a redherring. (Lester Aff., ¶ 33.) In Michigan, Ameritech will provide copies of maps because it is required to do so in the interconnection agreement approved by MPSC. (AT&T Agreement, Art. 16.13.) In Illinois, this very issue was arbitrated between Ameritech Illinois and AT&T, and the Illinois Commerce Commission (in contrast to the MPSC) decided that AT&T had not made a showing that it required or was entitled to copies of records. Rather, it ordered that AT&T is only entitled to access to these records. AT&T apparently is dissatisfied with that ICC decision and seeks to change it. However, this forum is not the proper one for AT&T to relitigate matters pertaining to a different state. There is no evidence that Ameritech is failing to meet its lawful obligations in either Michigan or Illinois.

30. Next, Mr. Lester objects to Ameritech's position that it must redact certain proprietary information from its maps and records before providing them to its competitors. (Lester Aff., ¶ 33.) The proprietary information that Ameritech Michigan seeks to redact is proprietary information relating to Ameritech's network or the network of other telecommunications providers, and further is not relevant to access by CLECs to Structure. AT&T makes the empty promise that it will enter into a proprietary agreement not to disclose the contents to others. However, this is not sufficient. These records contain confidential network information about Ameritech's network and other carriers' networks - information that Ameritech Michigan has a right and duty to protect not only from disclosure to third parties but also from disclosure to competitors who may be seeking access to Structure. AT&T's position here is hypocritical -- AT&T, like many CLECs, have demanded that Ameritech protect the confidentiality of its information from any unnecessary disclosure, yet now AT&T argues that Ameritech Michigan is not entitled to protect Ameritech's confidential information, and should not fulfill its obligation to protect third parties' network information. (First Report and Order, ¶ 1223.)

31. Mr. Lester also objects to Ameritech Michigan's requirement that parties requesting access obtain occupancy permits. (Lester Aff., ¶ 36.) Mr. Lester's objection to the occupancy permit requirements is groundless. The interconnection agreement with AT&T provides for these permits (AT&T Agreement, Art. 16.15), and, to my knowledge, AT&T did not object to this provision during the arbitrations. The

provision has been approved as part of the approved agreement between AT&T and Ameritech Michigan. Similarly, the 180-day period during which a CLEC must take occupancy was approved with the interconnection agreement.

32. Moreover, occupancy permits are reasonable and necessary to the orderly administration of Structure. Occupancy permits are issued as soon as Structure make-ready work, if required, has been completed. The time limits placed on how long permits remain in effect without attachment are necessary to preclude a carrier or Ameritech from unlawfully reserving Structure space. The First Report and Order provides that permitting a LEC to reserve space for itself is inconsistent with the nondiscrimination standard. (First Report and Order, ¶ 1170.) The 180-day time period applies equally to Ameritech Michigan, its affiliates and other providers, and assures the availability of Structure to all parties in a non-discriminatory fashion.

33. AT&T also wants to link multiple applications and not start the 180-day clock until the final request is processed. AT&T essentially wants to be able to condition a whole series of requests on final action on the last request. The effect of this would be to permit Structure to be reserved beyond the 180-day period. This is inconsistent with Paragraph 1170 of the Act, and is why the interconnection agreements do not permit such linkage.

34. Mr. Lester next raises the issue of disaster recovery procedures. (Lester Aff., ¶ 37.) He claims that the parties have not agreed regarding disaster recovery. Although more specific details are still being worked out, the Implementation Plan is more than adequate in this regard, even without an agreement with AT&T on additional details. The plan addresses both disaster recovery and emergency restoration (two similar, but not identical, issues). The plan is non-discriminatory and is based on the National Security Preparedness and Priority Service Restoration guidelines.

35. Mr. Lester also claims that the parties have not yet agreed on a methodology for sharing the costs of "make ready" work between the first attaching party (which Mr. Mr. Lester claims will likely be AT&T) and subsequent attaching parties. (Lester Aff., ¶ 38.) On this point, I would note the FCC's First Report and Order (¶¶ 1212-16) provides that an attaching party benefiting from a Structure modification should help pay for that modification, and specifically places the burden for recovering the costs on the party that paid for the modification, not the LEC. AT&T has asked Ameritech Michigan to deny access requests to subsequent attaching parties until the requesting party pays AT&T for that parties' share of the modification. Ameritech Michigan has refused such a demand because it would violate Ameritech Michigan's obligations under the Act. Moreover, Ameritech Michigan is not obligated under the Act, First Report and Order, or other regulations to do AT&T's job for it. Ameritech Michigan is willing to help AT&T by notifying it (and others) when a subsequent party attaches to Structure which

AT&T has paid to be modified. However, the ultimate recovery of the costs is AT&T's burden, not Ameritech's.

36. Finally, Mr. Lester claims that the parties have yet to resolve cost issues associated with advance work. (Lester Aff., ¶ 39.) It has always been Ameritech Michigan's position that it will charge based upon actual time and material. Mr. Lester's suggestion that Ameritech may be trying to "impose unnecessary costs on new entrants or pass Ameritech's own maintenance repair costs on" is entirely unfounded. Under Article 16.3.3 of the AT&T interconnection agreement, Ameritech Michigan will pay its pro-rata share of costs of modification when it uses the modification to bring its Structure and attachments into compliance with applicable safety or other requirements. This consistent with Ameritech Michigan's obligation under the First Report and Order, ¶ 1212. Moreover, a procedure is in place that includes a deposit and true-up of costs based on actual time and materials. If there is a question about cost estimates, final costs will always be based on actual charges at completion of job.

B. Michigan Cable Telecommunications Association Comments

37. The comments submitted by the Michigan Cable Telecommunications Association (MCTA) present an incomplete and one sided view of certain state law matters.

38. First, it bears noting that the MCTA is offering its comments as a representative of the cable television industry. (MCTA Comments, p. 1 n.1.) However, MCTA is not a CLEC and does not represent any CLECs. MCTA's own submission shows that not a single member of the association is offering telecommunications services at this time; MCTA merely asserts that members "are expected" to be a source of facilities-based competition; that certain members "have affiliates" which have been licensed in Michigan as basic local exchange carriers; and that unnamed members are "actively preparing" to enter the telecommunications market in Michigan. (Id.) MCTA's true representative function is tied to the cable television business conducted by its members.

39. In its comments, the MCTA has not claimed that members have been improperly denied the ability to attach to any of Ameritech's poles. The primary issue raised in the MCTA Comments relates to the reasonableness of the current $1.97 pole attachment rate charged by Ameritech. (MCTA Comments, pp. 2-13.) MCTA's presentation leaves out important facts and presents a distorted view of the events in Michigan.

40. Most importantly, the appropriate forum for addressing the issues raised by MCTA is in a Michigan court or the MPSC. Rather than bringing its issues to an appropriate state forum, MCTA is seeking to oppose Ameritech Michigan's entry into the long distance market. Ameritech Michigan has acted in accordance with

state law, and its rate and other matters concerning the pole attachment tariff have not been challenged in proceedings before the MPSC or by the MPSC itself.

41. MCTA's complaints should be understood in the proper context - cable providers are benefitting from drastic reductions from the previous uniform just and reasonable attachment rate in Michigan. MCTA, while conceding that the attachment rate is a matter of state law, is coming before this federal forum to raise its complaints regarding the manner in which Ameritech Michigan implemented the new state law. These issues are properly left to the MPSC, which has procedures for dealing with these types of disputes.

42. MCTA also claims this Commission should be "seriously alarmed" because Ameritech Michigan billed some cable providers the $2.88 rate under the initial pole attachment revised tariff, which was subsequently withdrawn. (MCTA Comments, p. 12.) Again, the MPSC is the appropriate forum to resolve billing disputes regarding the attachment tariff. Moreover, the MCTA presents no information from subsequent periods to indicate that any ongoing dispute still exists over the billing of any particular member.

43. MCTA also raises objections regarding regulations and franchise fees imposed by local municipalities. (MCTA Comments, pp. 19-24.) MCTA is attempting to manufacture a competitive checklist discrimination issue by distorting the Act and

pointing to local telecommunications ordinances adopted by a few municipalities that allegedly hinder new entrants. Ameritech Michigan does not control local municipal ordinances. This a matter to be addressed at the local level or in state court if MCTA challenges the ordinances directly. The comments of MCTA concerning local ordinances do not raise a discrimination issue regarding access and interconnection provided by Ameritech Michigan.

44. Similarly, the allegations regarding Ameritech New Media in Ohio do not raise a discrimination issue. (MCTA Comments, pp. 13-15.) MCTA asserts that past expenses borne by cable companies as a result of standards in the then-applicable version of the National Electric Safety Codes (NESC) are discriminatory in contrast to Ameritech Michigan's present treatment of Ameritech New Media and all other attaching parties under the current NESC. However, the relevant issue here is whether Ameritech Michigan is presently discriminating against other providers now seeking access to poles, ducts and conduit, and in favor of its affiliate, as to such current attachments. MCTA has not even alleged such discrimination.

45. MCTA points out that a proceeding was instituted before the Public Utilities Commission of Ohio ("PUCO") relating to Ameritech Ohio's treatment of Ameritech New Media. (MCTA Comments, p. 14.) In the proceeding, the complainants alleged that certain changes that Ameritech made with respect to its pole attachment procedures discriminated against them. MCTA refers to an April

17, 1997 PUCO Order, but fails to disclose that, on June 5, prior to the filing of the MCTA's comments, the PUCO entered an order on rehearing. In its June 5 Order, the PUCO makes clear that Ameritech was entitled to change its procedures in the manner it did, but found that Ameritech failed to provide adequate notice of this change. In fact, the changes were made to make Structure more readily available and less expensive to attaching parties, and apply prospectively to all attaching parties. The PUCO ordered Ameritech Ohio to file its changes in a new tariff, and, to the best of my knowledge, Ameritech Ohio is preparing the revised tariff. The PUCO did not find that the changes instituted by Ameritech were unlawful; it only found that the notice of such changes was not sufficient. Moreover, the PUCO rejected most of the relief that the complainants sought.

46. MCTA points to no specific examples of actual present discrimination by Ameritech Michigan in its provision of access to poles, ducts and conduit. The matters alleged by MCTA do not rise to the level of noncompliance with the competitive checklist.

II. CHECKLIST ITEM (iv): UNBUNDLED LOOPS

47. Brooks Loop Cutover Allegations. Brooks Fiber complains that Ameritech has failed to properly coordinate cutovers of service for customers for whom Brooks has ordered unbundled loop facilities. (Brooks Br., pp. 30-31.) Specifically, Brooks alleges that Ameritech has cut off service for customers migrating to Brooks prior to the scheduled time, refused to begin cutovers at scheduled times, provided Brooks

with inaccurate information regarding network configurations or available facilities, and generally refused to cooperate with Brooks. These allegations are outdated and meritless.

48. Before proceeding, I should note that unbundled loop conversions require varying degrees of coordination, based upon the complexity of the services involved and the requirements of the CLEC and the end user customer. It is inevitable that, in the course of handling thousands of unbundled loop orders, some problems will arise from time to time. These problems are typically isolated and infrequent, and should not be characterized as a process breakdown or, even worse, an intentional lack of cooperation by Ameritech.

49. Turning to Brooks' specific allegations, the "incident reports" that Brooks cites and attaches to its brief do not include the data - up to and including the order numbers - that would permit any detailed analysis or effective rebuttal of Brooks' claims. Nonetheless, it is clear that many of those reports reflect events from 1996, some dating as far back as September, 1996. Since that time, as Brooks well knows, Ameritech's performance measurements have significantly improved. (This is discussed by Mr. Mickens in his affidavit.) The primary reason for this improvement is the assignment by Ameritech Information Industry Services ("AIIS") of dedicated service managers who support the Brooks account by working directly with Brooks personnel to train and educate them and resolve emerging problems on

a day-to-day basis. Improvement in Ameritech's performance is also due to the fact that these service managers continue to work with Ameritech's internal process teams to specify and make changes to procedures, products and services as problems arise. For example, Ameritech and Brooks have recently engaged in cooperative testing of cutover procedures to better coordinate complex orders.

50. OPX Lines and Fractional T1s. Brooks also claims that Ameritech has refused to provide Brooks' customers served by unbundled loops with certain services that Ameritech makes available to its own customers. (Brooks Br., p. 31.) This allegation, which regards the provision of what Brooks calls "off-premises extension ("OPX") lines" and "fractional T1s," is misleading and incorrect. Brooks has not ordered either of these services.

51. Fractional T1 service is available under tariff at transmission rates of 128, 256 and 384 kb/sec. Brooks may order these services via tariff, which makes them available to anyone. Also, since Brooks did not request either full T1 or fractional T1 services as part of its interconnection agreement, and since Brooks' interconnection agreement (§ 9.1) provides that services not covered in the agreement may be provided thereunder via the BFR process, Brooks knows how to order these services. To date, Brooks has not availed itself of this agreed-upon method of ordering these services. When it does so, Ameritech will comply with its request under the terms of the interconnection agreement.

52. The second service Brooks mentions is "unbundled OPX (off-premises extension) lines." This service is actually a combination of collocation, central office, local loop transmission, and (where required) interoffice transport facilities. As Brooks is well aware, provisioning of this service requires a case-by-case custom design, because a given installation may involve any or all of these components, and may serve POTS lines, PBX lines, Centrex lines, or some combination.

53. The issues of OPX, Centrex, Miscellaneous Bills and termination of customer contracts arose at a regularly scheduled operations meeting between Brooks and Ameritech on February 12, 1997. Following this meeting, representatives from both companies gathered information and supporting documentation related to the specific customers involved, and held several discussions about OPX lines and specific technical issues. When these discussions did not resolve these issues, Ameritech convened a conference call with Brooks to further discuss the provision of OPX lines. The call included several Ameritech personnel (the customer service manager, technical subject matter experts, the Brooks account manager and the product manager). The participants discussed at length the various configurations and technical parameters for OPX and OPX-like circuits. At the conclusion of this call, Ameritech was under the impression that it had a mutual understanding with Brooks of OPX and OPX-like circuits, the relevant technical requirements, and existing service arrangements.